

AWARD DATA

Orders for Contract Nos. HAC077L00 - HAC077M00
May Be Placed Through January 18, 2012

Umpqua Tree Planting, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM

Ordering procedures:

Task orders are to be placed based on price and past performance.

After performance history has been established, both price and past performance, including local hiring practices, for all contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.1.0). BLM's past performance evaluations are set forth in the following table. Maximum order limitations (MOLs) for each contractor are shown below.

BLM Contract No. HAC077L00 All Items Pacific Oasis, Inc. 1575 E Nevada St. Ashland, Oregon 97520 Contact: Stephen Dodds, 541-488-4287 MOL is \$50,000 /task order 30-day MOL is \$100,000 *Good	BLM Contract No. HAC077M00 All Items 3B's Forestry, Inc. 527 Putnam Street Medford, Oregon 97501 Contact: Otilio Escobedo, 541-770-5210 MOL is \$50,000 /task order 30-day MOL is \$100,000 *Good
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BLM contact: Bradley Sheehan, Contract Specialist 503-808-6224

For contractors' technical approach, contact:

Jessica Clark at 503-808-6226

All amendments and modifications have been incorporated into text.

Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

In accordance with Section I, Contract Clause 52.243-1 Changes, make the following change:

SECTION F - DELIVERIES OR PERFORMANCE

Delete: Existing F.1.0 in its entirety

Replace with the following:

F.1.0 TASK ORDERS

Task orders may be placed throughout the contract by COs in the Coos Bay District BLM or the Oregon State Office at the prices listed on the Schedule of Items. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. When past performance histories of awarded Contractors are considered relatively close, price will be a major selection factor.

SECTION B - SCHEDULE OF ITEMS

FT. = Foot
TPA = Trees per acre

This is a five-year indefinite-delivery, indefinite-quantity (IDIQ) Level of Difficulty (LOD) contract for reforestation services within the Bureau of Land Management (BLM) Coos Bay District, Umpqua Field Office managed lands. The quantities listed a representative proportion of the quantities of reforestation services anticipated to be ordered throughout the contract, for evaluation purposes only. Contracting officers from the Oregon State Office (OSO) and BLM Coos Bay District Office will issue task orders against this contract.

The unit prices above are for five reforestation treatment descriptions. These include Initial Planting, Vexar Tube Installation on Initial Planting, Interplanting, Vexar Tube Installation on Interplanting and Site Preparation - Slashing. A separate unit price is required for each Level of Difficulty (LOD), Level I, Level II, and Level III on each of the five treatments.

Offerors shall enter a unit price for each subitem listed above, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order.

PERFORMANCE PERIOD:

One (1) Calendar Day for each \$1,000 value of the task order.

ESTIMATED START WORK DATE: February 5, 2007.

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years will state in the spaces below the economic price adjustment percentages to be used by the Government to compute future years prices, to be effective for the second and third year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offerors economic price adjustment percentage(s):

2nd Year _____
3rd Year _____
4th Year _____
5th Year _____

SECTION B - SCHEDULE OF ITEMS (continued)

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of all listed items for the base year plus the additional years including the economic price adjustment percentages.

Award will be made on an all-or-none basis.

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27.

TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractors' prices and past performance.

All task orders will be placed no later than five years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the work to be performed on the task order will determine the task order prices. The total value of all task orders issued under all awarded contracts will not exceed \$400,000.

MINIMUM GUARANTEE: The minimum guarantee under each contract awarded will be \$30,000.

MAXIMUM TASK ORDER LIMITATION

The Contractors maximum task order limitation is \$_____ (Insert task order limitation. Maximum is \$50,000 if no amount is shown).

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-day calendar period. The Contractors maximum limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$100,000 if no amount is shown).

LEVELS OF DIFFICULTY

The levels of difficulty for items 1, 2, 3, 4 and 5 are Level I, Level II, and Level III. They are defined in Section C.2.0 of the specifications. The levels of difficulty of the sample units listed in Section J establish the rating standards for additional orders. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be

SECTION B - SCHEDULE OF ITEMS (continued)

provided when Task Orders are issued. The sample units are provided for illustration only.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

BID AND PERFORMANCE BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION I – CLAUSE 52.228-1 BID GUARANTEE, AND SECTION H – CLAUSE H.12.0 PERFORMANCE SECURITY). THE BID GUARANTEE SHALL BE IN AN AMOUNT NOT LESS THAN 20 PERCENT OF THE MINIMUM GUARANTEE (\$30,000).

REFER TO SECTION I, CLAUSES:

52.216-18 ORDERING

52.216-19 TASK ORDER LIMITATIONS

52.216-22 INDEFINITE QUANTITY

52.216-27 SINGLE OR MULTIPLE AWARDS

1452.228-70 LIABILITY INSURANCE (NOTE: Liability Insurance is required).

QUALIFICATION OF OFFER (Solicitation basis)

An offeror may qualify its offer to not be considered for an award under this solicitation if awarded another Oregon State Office BLM contract under any of the below-listed solicitations opening prior to this solicitation.

Solicitation Number(s):

- a. _____
- b. _____
- c. _____

Bids qualified other than as provided above will be considered nonresponsive.

SECTION C - SPECIFICATIONS APPLICABLE TO REFORESTATION CONTRACTS

C.1.0 GENERAL

- C.1.1 Introduction - The Umpqua Field Office of the Coos Bay District, Bureau of Land Management (BLM) is contracting for land treatment services to perform reforestation services on recently harvested timber units, and re-treatment of units that have not achieved satisfactory results. The indefinite-delivery, indefinite-quantity (IDIQ) feature of this contract provides for the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximum not-to-exceed dollar amount as specified in the contract, with the Contractor being issued task orders to furnish the required services.
- C.1.2 Historical Background - The majority of the project areas are a mixture of regeneration harvest or hardwood conversion timber sale units and were prepared for initial planting treatment by either broadcast burning, handpile and burn, machine pile and burn or slash, lop and scatter of logging debris. Additional sites that are harvest units may also be planted or inter-planted as needed. The selection of tree species, planting density, and seedling stock types are dependent on site characteristics of the various planting units.
- C. 1.3 Scope - The contract requires both initial tree planting, and interplanting; followed by vexar plastic tube installation. Site preparation – Slashing, would be required on a limited basis to allow for better planting opportunities and reduce immediate brush and hardwood competition.
- C.1.4 Applicable Directives for Project - The proposed project work shall be completed in accordance with the Coos Bay District Record of Decision and Resource Management Plan (RMP), (BLM May 1995). This Resource Management Plan incorporates the earlier Record of Decision (ROD) for Amendments to Forest Service and Bureau of Land Management Planning Documents within the Range of the Northern Spotted Owl and the Standard and Guidelines for Management of Habitat for Late-Successional and Old-Growth Forest Related Species Within the Range of the Northern Spotted Owl.
- C.1.5 Description of Project Units - The proposed project includes reforestation units that range in size from 1- 75 acres, although most units are in the 10 to 40 acre range. Project units are between 500 and 3000 foot elevation. Topography is gentle to steep (10-80% slope).
- C.1.6 Location of Project Units - The majority of the work will be performed in the area 35 to 40 miles east and northeast of Reedsport, Oregon or 30-40 miles east and southeast of Coos Bay, Oregon. Additional work may be located on scattered locations within the Umpqua Field Office area in Coos or Douglas County. The specific location of sample project units are shown on the maps located in Section J.

C.1.7 Access

- C.1.7.1 Project areas are accessible by graveled or natural-surfaced roads, which may require four-wheel drive vehicles. Natural-surfaced roads may be impassable for several days after heavy rains, or snow-blocked during the winter months. Access to units (project areas) will include up to one-half (1/2) mile of foot travel to the unit boundary. Most of the units will require less than one-quarter (1/4) mile walking distance.
- C.1.7.2 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the COR prior to use.
- C.1.7.3 Gates - Some units may be behind locked gates. Locked gates shall remain locked at all times other than when the Contractor is passing through them. A BLM key for access to locked gates will be signed out on a DI- 105 form, Receipt for Property, to the Contractor in the solicitation phase and after the contract is awarded. The key shall be returned to the Contracting Officer's Representative (COR) in a usable condition before final payment is made. The Contractor shall be charged \$50.00 for each key lost or returned in an unusable condition.
- C.1.7.4 Keys will be issued to the Contractor by BLM to gates through Roseburg Resources Company and Menasha Forest Products lands after a \$50 deposit is received. The Contractor should contact the company and/or agency representative in advance so the appropriate individual will be there to issue a key.

C.1.8 Hazardous Materials and Solid Waste Discovery

- C.1.8.1 If, in connection with the operation under this contract, the Contractor, subcontractor, or the employees of them discovers, encounters or becomes aware of any hazardous materials or solid waste on the project area, such as closed glass or plastic containers, barrels, chemical and oil spills, the Contractor shall immediately suspend all operations in the vicinity of the hazardous material or solid waste and shall notify the Contracting Officer's Representative (COR) of the findings. Operations may resume at the discovery site upon receipt of written instructions. No objects of hazardous materials or solid waste shall be removed from the project area.
- C.1.8.2 Refuel power equipment at least 150 feet distance from water bodies to prevent direct delivery of contaminants to a water body. All oil, fuel and hydraulic lines shall be in proper working condition to minimize leakage.
- C.1.8.3 Fuel and oil containers shall be removed from the project site and disposed of in a legal manner.
- C.1.8.4 Dumping of any waste material at any time, including any waste generated by the Contractor during the commission of work under this contract, on Federal lands is a

violation of Federal Law (43 CFR 8365.1-1(b)(1) and (4).

C.1.9 Treatment Priority - The sequence of work will be determined by the COR for each task order at the prework conference and may be subject to change. Certain project areas may be designated as higher priority units, which would require an earlier completion than the rest of the task order units. The Contractor will keep the COR informed of crew location and any time that a unit is completed or a new unit is started.

C.1.10 Found Equipment - Should any of the Contractor's personnel find equipment on the project area, it is their duty to report the discovery to the Project Inspector (PI). Any U.S. Government property found on the project area (i.e., fire hose, hand tools, etc.) is the property of the U.S. Government.

C.2.0 DEFINITIONS

Broadcast Burn Units - Previously accomplished site preparation treatment for initial tree planting that burns most of the brush and slash on a unit to enhance the plantability of the site.

Brush - Vegetation consisting of shrub species with single or multi-stems originating at or near ground level not normally reaching 20 feet in height. This includes species such as: vine maple, salmonberry, hazel, huckleberry, thimbleberry, manzanita, ocean spray, ceanothus, rhododendron, and willow.

Conifer - An evergreen, cone-bearing tree, such as Douglas-fir, western red cedar, incense cedar, western hemlock, grand fir, white fir, and Port-Orford-cedar.

Culling - The discarding of individual tree seedlings from the seedling lot being planted.

DBH - Diameter of the tree at breast height, measured at a point 4 ½ feet above ground level from the uphill side of the tree.

Duff - The partly decayed organic matter on the forest ground.

Handpile Units - A previously accomplished site preparation treatment for initial tree planting and tubing where brush and slash were stacked manually by a site preparation crew, covered with plastic, and later burned. All brush over 2 feet in height and slash one-half to 4 inches DBH was treated by timber sale purchaser to enhance the plantability of the site.

Hardwood - A broad leaved tree which usually has a single well defined trunk and attains a height of greater than 20 feet. Includes, but not limited to species such as Alder, big leaf maple, madrone, myrtle, chinquapin, tanoak, and cascara.

Initial Planting Units - Units that have not been previously planted or units with minimal stocking.

Interplanting Units - Units that have been previously planted or have some residual regeneration, but do not meet target stocking standards.

Lopping - The process of cutting slash into lengths not to exceed four (4) feet in length by trimming, bucking, and cutting of limbs in order to lay the slash closer to the ground. This is to provide easier access for tree planting.

Level of Difficulty - An evaluation of the site condition that requires varying amounts of time and effort to complete a task. The three levels in this solicitation are Level I, Level II and Level III. An allowance for increased difficulty is included in the payment.

Level I - Less than 25% ground cover consisting of brush and light slash.

Level II - 25% to 75% ground cover consisting of moderate brush and moderate slash.

Level III - Greater than 76% ground cover consisting of considerable brush and heavy slash.

Litter - Leaf material, limbs or twigs less than ½ inch diameter and duff material found on the forest ground within the harvest unit.

Logging Debris- Any existing cut material on the site from previous harvest operations.

Machine Pile Units - A site preparation treatment for initial tree planting and tubing where brush and slash were stacked by machine, covered with plastic, and later burned. All brush over two (2) feet tall and slash up to 16 inches DBH was treated by timber sale purchaser to enhance the plantability of the site.

No Site Preparation Units - Initial planting or Interplanting units where a site preparation treatment was not accomplished or planned. Planting and tubing are to be completed with existing site conditions.

Project Areas - Units or treatment areas where reforestation services are planned.

Root Pruning - The cutting or tearing of tree seedling roots with pruning clippers, other tools or by hand.

Site Preparation - Slashing - This is a treatment that may be required if previous site preparation treatments completed under a timber sale contracts do not provide

adequate initial tree planting access, or additional site preparation is needed for Interplanting units. Units which received little or no site preparation treatment would be identified in the task order. Site Preparation-Slashing treatment requires chainsaws to clear access for planting and vexar tubing installation.

Site Preparation Treatment - Previously required site preparation treatment, accomplished under a timber sale contract. These treatments include: broadcast burning, machine piling and burning, handpiling and burning or slash, lop and scatter.

Slash - Any existing cut material on site from previous treatments, except litter.

Slashing - The process of cutting of brush and/or hardwoods including live and dead material.

Slash, Lop and Scatter Units - A site preparation treatment previously accomplished under a timber sale contract. All brush one foot (1) and taller in height was completely severed from the stump. The purchaser was required to lop and scatter all cut brush, logging debris, slash and conifer tops in such a manner that reduced slash concentrations and depth to provide planting access on approximate 10 x 10 foot spacing.

Space Blanket - a reinforced plastic tarp, with approximate dimensions of 15 x 18 feet, equal to International Reforestation "Heat Shield" model having a facing of aluminum foil on one side and white in color on the reverse side used to provide tree seedlings protection from direct sunlight, frost, and wind.

Suitable Natural - a seedling at least as large and healthy as the planted stock supplied, shall be over one foot tall, at least 3 years old, good color and vigor, free of scars and damage, and of appropriate species.

Transplant Seedling - A seedling after it has been lifted and replanted one or more times in the nursery, as opposed to a seedling planted in the field directly from the seed bed.

Treatment - The following items or work activities described in this contract:

- Item 1. Winter Tree Planting - Initial Planting
- Item 2. Vexar Tube Installation - Initial Planting
- Item 3. Winter Tree Planting - Interplanting
- Item 4. Vexar Tube Installation - Interplanting
- Item 5. Site Preparation - Slashing

Uncut Brush - Brush and/or stumps with live limbs that have not been cut.

"Vexar"Tube - Animal protection device consisting of a rigid plastic mesh tube placed over the seedling to reduce animal browse.

Winter Tree Planting - The winter tree planting season is typically Mid-December through Mid-March.

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 Property and Services - Contractor shall furnish all labor, equipment, supervision, transportation, tools, materials (including peat moss, water and slurry) and incidentals necessary to perform all treatments in accordance with the enclosed specifications, terms and conditions. Equipment and materials for tree planting include containers for carrying seedlings during planting, slurry, clean water containers for dipping seedlings, and incidentals necessary to perform services. The planting tools, materials and containers for carrying trees during planting operations shall be of design normally used in tree planting work. Planting tools shall be used that are capable of opening a hole perpendicular to the horizontal plane, broken on three sides, and at least twelve inches deep and four inches wide. Chainsaws and personal protective equipment are required for Item 5.

C.3.1.1 Planting tools, materials, and containers for carrying trees during planting operations shall be of design normally used in tree planting work.

C.3.1.2 The planting shovel must be capable of opening and holding open a hole perpendicular to the ground surface, broken on three sides, and at least twelve inches (12) deep and six inches (6) wide. For examples of planting tools see International Reforestation Supplies Product Catalog.

C.3.1.3 The Contractor shall be responsible for the transportation of planting stock from the Coos Bay District cold storage facilities to the project sites where work is to be performed.

C.3.1.4 The Contractor shall be responsible for the transportation of the plastic vexar tubing and bamboo stakes from the Coos Bay District Warehouse to the project sites where installation is to be performed.

C.3.1.5 Permits - Item 5 - State law requires a permit to operate power driven machinery. Permits must be obtained from the State Forestry Office in Salem or at local offices prior to the operation of power driven machinery. This requirement applies to chainsaws.

C.3.2 Crew Requirements

C.3.2.1 The Contractor must maintain an adequate work force at all times to ensure timely completion of the work. Prior to or at the prework conference, the Contractor shall provide a work schedule including the proposed work force to complete the project within the stated performance period. The schedule must be acceptable to the Government.

C.3.2.2 At the prework conference, the Contractor shall designate one fluent English speaking supervisor for each crew. The supervisor is required to stay with the crew while planting, tubing installation, and site preparation activities are in progress. Any

changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.

- C.3.2.3 Persons designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by:
- a. Making periodic inspections of the crew's work (which includes checking root quality and checking spacing),
 - b. Advising the crew as to deficient planting, improper tube installation, or site preparation slashing or scalping,
 - c. Providing instructions to the crew for correcting such deficiencies,
 - d. Ensuring proper seedling care and handling. This person shall be capable of speaking English in a manner to assure good communications with the COR and PI; and must be capable of communicating instructions to the crew.
- C.3.2.4 The supervisor shall have a copy of the contract, task order, and know the requirements of the contract including technical requirements and unit locations. The Contractor's supervisor is responsible for the crew(s) knowing the requirements of the contract including, but not limited to, seedling care, proper planting, proper tube installation, slashing and scalping requirements, clearing requirements, spacing requirements, and unit location. The Contractor is fully responsible for the proper planting and handling of the trees by its crew(s). The Government PI will not act as a supervisor to the crews. The PI's job is to ensure compliance with the contract.
- C.3.2.5 Crews must be kept together at all times working as a unit under control of the supervisor rather than as individuals in separate areas.
- C.3.2.6 No more than two planting crews will be permitted to work simultaneously without advance written authorization by the COR.
- C.3.2.7 Camping is not permitted on federal lands.
- C.4.0 GOVERNMENT-FURNISHED PROPERTY
- C.4.1 Examination of Planting Stock - Bidders are encouraged to examine the seedlings to be planted to determine their average size and weight. Seedlings for this project were grown at the following nurseries: D.L. Phipps Nursery, Elkton, Oregon; IFA Nursery, McKinleyville, Ca. and will be stored at the Coos Bay BLM cold storage facility at 1300 Airport lane, North Bend, Oregon.
- C.4.2 Distribution of Tree Seedlings - Seedlings will be issued to the Contractor at the BLM cold storage facilities at the Coos Bay District Cold storage facilities 1300 Airport Lane, North Bend Oregon. Seedlings will be available after 5:30 am.

- C.4.3 Distribution of Vexar Tube - Vexar Tubing materials will be issued to the Contractor at the BLM Coos Bay District Warehouse, 1300 Airport Lane, North Bend, Oregon. The warehouse is open between 8:00 am and 4:00 pm. Materials will be issued to the Contractor and signed for on a D.I. 105 (receipt of property) form. The Contractor shall transport the materials to the work site and return any unused materials to the Coos Bay District Warehouse. The Contractor must provide a minimum of two hours notice to the warehouse, prior to arriving, in order to ensure personnel are available to load all the tubing material.
- C.4.3.1 Samples of the plastic photodegradable Vexar tubing and bamboo stakes will be available at the Coos Bay District Warehouse, 1300 Airport Lane, North Bend, Oregon.
- C.4.3.2 The Contractor shall treat the boxes of tubes with care to prevent tearing them open prematurely. The number of open boxes at any one time is to be kept to a minimum. The Contractor will re-pack all open partial boxes of tubes into as few boxes as possible upon completion of a unit so the tubes can be transported efficiently to the next unit, or when left over materials are returned to the District warehouse.
- C.4.3.3 Bundles of bamboo stakes shall be treated with care to prevent them from opening prematurely. The Contractor shall use all stakes in a bundle before opening another one. All loose stakes shall be re-bundled by the Contractor upon completion of a unit so they can be efficiently transferred to the next unit, or when left over materials are returned to the District warehouse.
- C.4.4 Security of Materials - At its own risk, the Contractor may leave its equipment and Government-furnished material at the work site. The Government will not be responsible for the Contractor's equipment and the Government-furnished material if it should be lost, stolen or damaged. The Contractor will reimburse the Government for all lost, stolen, wasted or damaged Government-furnished material.
- C.4.5 Upon completion of a unit, all unused Government-furnished material shall be removed from that unit and transported to the next unit or returned to the Coos Bay District warehouse before payment can be processed for the completed unit. Upon completion of the task order, all government-furnished material must be returned to the warehouse before final payment will be authorized.
- C.5.0 SPECIFIC TASKS – ALL ITEMS
- C.5.1 Records, Notification and Inspections
- C.5.1.1 Records and Notification - The Contractor shall maintain adequate records to allow the Government to monitor progress and for the Contractor to be accountable for work quality. Contractor records shall include: (1) project unit names (2) unit acres (3) work dates (4) Supervisor/Inspector name and (5) work quality percentage. Written notice of completed units shall be submitted to the COR within 3 days after

completion of treatments on project units (E.1.2).

C.5.1.2 Inspection

- a. Inspection and Analysis - The Contractor shall provide and maintain an inspection system acceptable to the Government. The Contractor shall perform inspection plots at a minimum of at least a one-percent sample (1/100th acre plot for each acre) recorded on field inspection cards for each project unit. The inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications. Completed records of all inspection work performed by the Contractor shall be maintained and provided to the COR with the required notice of unit completion.
- b. Payment - Payment will be based on the Government results. The Contractor's results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment.

C.5.2 Disposal - The Contractor shall be responsible for the disposal of boxes and bags used for shipping seedlings and all waste material on each unit (i.e., broken stakes, torn tubes, and packing material) before payment is made on the unit. The COR must approve disposal method. If the Contractor burns the boxes and bags, then the Contractor is responsible to ensure the fire does not escape.

C.6.0 SPECIFIC TASKS

C.6.1 Items 1 and 3 - Winter Tree Planting - Initial Planting 10 x 10 FT. Spacing and
Winter Tree Planting - Interplanting 10 x 10 FT. Spacing

C.6.2 Seedling Handling Quality

C.6.2.1 The Contractor shall load, transport, and store the seedlings in fully enclosed pickups or trailers with fully insulated canopies capable of keeping the internal bag or box temperature at 42 degrees Fahrenheit or less for ten (10) hours. There shall be no leaks in the canopies or insulation. Metal floors shall be insulated. Trees shall not be transported inside heated vehicles. Boxes or bags of seedlings where the inside temperature exceeds 42 degrees Fahrenheit will be considered improperly handled and will be charged to the Contractor

C.6.2.2 Upon arrival at the planting site the Contractor shall only unload as many boxes or bags of seedling as are needed for the immediate use. The Contractor is responsible to see that the boxes or bags of seedlings are closed and reloaded into the insulated canopy transport immediately after completion of bagging up.

C.6.2.3 If the COR authorizes seedling storage on the actual planting unit, seedlings shall be protected from direct sunlight, frost and wind, and provided with proper air circulation around bundles or boxes. The Contractor is responsible to see that the

space blankets are used to completely cover the seedlings stored on the unit at all times except when bagging up. In addition, all partially used boxes of seedlings shall be closed using all the flaps on the boxes and placed back underneath the tarp. The Contractor will be charged the actual cost of seedlings from the nursery for all seedlings which have become unusable as a result of improper handling at the storage location.

- C.6.2.4 As seedlings are removed from nursery packages, the entire root system shall be dipped in water for ten (10) seconds. Excess water may be allowed to drain from dipped seedlings. Seedling roots shall not be slapped, squeezed or violently shaken to remove excess moisture. Dipped trees shall be placed immediately into planting bags or other containers capable of protecting the roots from light and from drying.
- C.6.2.5 The number of seedlings that can be properly placed in the bag will be determined by the project inspector and will vary with each seedling lot and type. The number shall not exceed 160 trees per bag up, or the number that allows the removal of individual trees from the bag without damage to the seedling roots, whichever is less.
- C.6.2.6 During the planting operation, planters shall remove only one seedling at a time from the planting bag or container and only after the planting hole has been prepared.
- C.6.2.7 When seedling culling or pruning is required, it shall only be performed under the direct supervision of the COR. Improper handling of seedlings includes root or top pruning or culling (except under conditions described above), twisting roots, or violating the provisions of specification C.6.1.5. The Government may suspend the Contractor's right to proceed for improper handling of seedlings. The Contractor may be required to remove from the site individuals involved in the improper handling of seedlings.
- C.6.2.8 When dryness of roots, mold or other evidence of damage to seedlings is detected, the COR shall be notified immediately.
- C.6.2.9 The following environmental conditions will be used as a general guide in determining suitable planting conditions. The COR will determine when tree planting will cease due to unsatisfactory environmental conditions. Any single condition outside the specified range is sufficient cause to discontinue planting. When planting is suspended, the Contractor shall return unused seedlings to the storage point.
 - a. Soil frozen over ½ inch deep.
 - b. More than one inch of snow on the ground.
 - c. Air temperature below 30 degrees Fahrenheit or above 65 degrees Fahrenheit.
 - d. Wind speeds, excluding occasional gusts, greater than 20 miles per hour.
 - e. Dry soil.
- C.6.2.10 On a daily basis, or when a unit is completed or terminated, or as directed by the COR, all unused seedlings, empty containerized seedling cells and/or trays shall be returned to the storage point in a usable condition and manner that maintains the

viability of the seedlings.

C.6.3 Planting Methods

C.6.3.1 Seedlings shall be planted using the standard method.

C.6.3.2 Proper selection of planting site is important, and clearing efforts shall be required to prepare the site for planting and to maintain required spacing. Examples of plantable and unplantable sites will be indicated by the COR on the project site.

C.6.3.3 Seedlings shall be planted in spots distributed over the area at the intervals and within the spacing specified in the task order. However, for individual seedlings, the specified average spacing may be varied as much as 25 percent in any direction to find a suitable planting spot.

C.6.3.4 Where an unplantable spot is encountered, the planter shall plant the closest plantable spot, however, average spacing shall be maintained for the unit and the number of seedlings planted per acre shall not be materially increased or decreased due to planter selection of planting spots.

C.6.4 Where to Plant

C.6.4.1 Plantable

C.6.4.2 Planters shall plant all areas, unless they meet one or more of the conditions defined under C.6.4.5 as unplantable.

C.6.4.3 Patches of dense brush shall be considered plantable. If a planter can work through the brush by spreading the stems aside or by working around or through the stems the area shall be planted.

C.6.4.4 Trees are not to be planted closer than 12 feet from the edge of the running surface of open roads shown on the project maps, as measured on the horizontal plane. The edge of the running surface for a gravel road is the edge of the processed and compacted gravel. The edge of a paved road is the edge of the pavement. When a road, shown on a contract map is without a well defined running surface edge, or is a dirt road, then the edge of the road for purposes of this contract will be designated by the COR.

C.6.4.5 Unplantable - An unplantable area (spot) is characterized by one or more of the following conditions:

- a. Soil covering slash or debris subject to rapid drying.
- b. Rock outcrops, talus slopes and areas of stones, cobbles or gravel over 12 inches in depth.

- c. Areas covered by compacted slash over 12 inches in depth.
- d. Other areas as designated by the COR.

Examples of unplantable and plantable areas will be indicated by the COR on the project site.

C.6.5 Planting Spot Preparation

C.6.5.1 Clearing of Planting Spot - The planting spot may be exposed mineral soil or covered with vegetation, gravel or slash, which shall require a clearing effort before planting. Clearing shall include the removal of all debris, gravel, humus, ash and living vegetation up to 12 inches deep. In areas meeting the above conditions, cleared areas shall be no smaller than 12 inches in diameter for items 1 and 3.

C.6.5.2 Clearing of the planting spot shall also include removal of all snow, and ice. The Contractor must also ensure that frozen soil does not fall into the planting hole.

C.6.6 Tree Seedling Placement

C.6.6.1 Two year old (1-1 and (Plug-1) and three year old (2-1 and 1-2) transplant stock. The seedling shall be suspended near the center of the hole with roots in a near natural arrangement at a depth that, after filling, packing, and leveling, the first lateral root has about one inch of soil covering. See Illustration 2 in Section J.

C.6.6.2 Seedlings shall be planted so that roots approximate a natural position; not twisted, tangled, compacted together, curled or bent from a position perpendicular to the ground surface. Due to variation in root pruning at the nursery, root length may vary 20 percent more or 20 percent less than the required planting depth. See Illustrations 1 and 2 in Section J.

C.6.6.3 Each seedling shall be set firmly in the ground with moist soil filled in and well firmed around the roots with no air pockets around or adjacent to the tree roots. After firming around the seedling, soil shall be at the ground level with no deep depression or high mound at the stem.

C.6.6.4 When the planting hole is closed, soil is to be packed sufficiently about the tree roots, as shown in Step 5 of Illustration 4, Trees planted in correct Manner with a Shovel, so as to allow for a sharp firm tug to the top of the planted tree without dislodging that tree. The intent of this requirement is to minimize the number of seedlings pulled out of the ground by browsing big game.

C.6.7 SPECIFIC TASKS - VEXAR TUBE INSTALLATION - ITEMS 2 and 4

C.6.7.1 One installation per tree will consist of one bamboo stake, woven four times through

the plastic tube in a vertical position. See Illustration 6 in Section J. Weaves shall be evenly spread over the length of the tube. The bottom weave is to be inside the tube. The Contractor will be responsible for tubing all trees planted in Items 1 and 3.

- C.6.7.2 The large end of the bamboo stake shall be pushed or pounded into the ground so that the stake is no less than 10 inches deep and secures the tube firmly. See Illustration 7 in Section J. The entire bottom of the tube shall be in contact with the ground with the seedling leader in the center.
- C.6.7.3 Care shall be taken to prevent damage to the seedling as the tube is placed over it. A seedling with skinned bark, broken or bent terminal leader or excessively damaged lateral branches is not acceptable and will be deducted from creditable trees as unsatisfactory during inspection.
- C.6.7.4 Following installation of the tube, the leader will be in an upright and centered position inside the tube.
- C.6.7.5 The completed installation will be vertical. The maximum lean from vertical allowed is two inches as measured from the top of the tube with a plumb bob and ruler.
- C.6.7.6 Installation of vexar tubing shall be performed concurrently with planting, unless otherwise directed by the COR.
- C.6.8 SPECIFIC TASKS - SITE PREPARATION SLASHING - ITEM 5
 - C.6.8.1 The Contractor shall slash logging debris up to six (6) inches DBH. Material exceeding the diameter limit specified may be left untreated. All attached limbs and/or tops within the diameter limit specified shall be slashed.
 - C.6.8.2 The Contractor shall slash all brush over one (1) foot in height and all non-merchantable and severely damaged hardwood or conifer trees not marked for retention. All specified brush, severely damaged hardwoods or conifer trees must be completely severed from the stump. No live limbs shall be left on the stump of cut trees.
 - C.6.8.3 Stump heights of slashed vegetation shall not exceed six (6) inches as measured from the uphill side.
 - C.6.8.4 The Contractor shall lop all slashed logging debris, brush and hardwoods into lengths not to exceed four (4) feet.
 - C.6.8.5 The Contractor shall scatter all lopped logging debris, brush and hardwoods so that the average depth is no more than one (1) foot deep as measured from the ground up.
- C.6.9 Treatment Requirements

- C.6.9.1 The running surface of all roads and their ditch lines shall be kept free of slash concurrently with treatment.
- C.6.9.2 Contractor shall protect from injury or damage all trees marking or forming the boundary of the project area(s), and all bearing trees, corner posts and monuments within or adjacent to the project area(s) as shown on the project area maps.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE

(AUG 1996)

(a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

WINTER TREE PLANTING - INITIAL PLANTING -10 x 10 FT. SPACING - ITEM 1 AND
WINTER TREE PLANTING - INTERPLANTING - 10 x 10 FT. SPACING - ITEM 2

E.1.0 Surveillance Plan

E.1.1 The Government will make periodic inspections as a basis for acceptance and payment.

E.1.2 As the basis for payment, inspections for compliance with specifications will be made for work units reported as completed by the Contractor. All acres within a unit must be treated before a unit is considered complete. If applicable, large units will be

divided into work units. These units will be inspected separately and will not be averaged with any other area for acceptance or payment.

E.1.3 A 1/100th acre plot (11.8 FT. radius) will be used to measure adequacy of spacing and quality of planting. A minimum of two plots per acre will be used to sample the work quality.

- a. Each plot will be examined for quality of planting, number of evenly spaced trees, plantable spots, and excess or wasted trees. At a minimum the planted tree closest to the plot center will be examined for:
 - (1) Site preparation and proper selection of planting spots
 - (2) Planting depth
 - (3) Position of stem
 - (4) Root placement
 - (5) Firmness
 - (6) Seedling damage.
- b. Seedling damage shall include, but will not be limited to, scraped cambium tissue and broken leaders or roots. If a tree qualifying for quality inspection is designated as an excess tree, it will be eliminated and the planted tree properly located farthest from the plot center will be examined for quality.
- c. The presence, absence, and distribution of trees on the plots will indicate the adequacy of spacing. The number of evenly spaced plantable spots recorded for each plot will not exceed five (5) trees for 10 x 10 FT. spacing. An entirely plantable plot that indicates adequate spacing will contain 4 to 5 trees depending on spacing, that are evenly distributed throughout the entire plot. This is determined when at least one tree is found in each 1/4 of the 1/100th acre circular plot, if that 1/4 has a plantable spot in it. Plots falling on plantable areas that contain less than 4 seedlings for 10 x 10 FT. planting, evenly distributed natural or planted trees indicate underplanting. The underplanting adjustment factor for the project area will be determined by dividing the total recorded number of plantable spots on the plots, and subtracting this quantity from one (1).
- d. This value is then multiplied by 100% to obtain the underplanting adjustment factor used in determining the payment for the project area. If two trees on a plot are planted closer than five (5) feet apart they will be considered as one tree for purposes of determining spacing during the inspection.
- e. The Contractor shall be charged for excess trees and/or "wasted" trees. All discarded trees found on plots will be recorded as "wasted" trees. An "excess" tree(s) is defined as (1) over six (6) planted trees for 10 x 10 FT. spacing: or (2) planted trees on a plot containing suitable naturals that raise the total number of suitable, well-spaced trees above six (6) for 10 x 10 FT. spacing.

- f. The amount charged the Contractor will be determined by the total number of excess and wasted trees found on the project area, as calculated from plot data. This value will then be multiplied by the appropriate factor as determined from the table below, and the product will be the amount deducted from the payment.

STOCK TYPE
SEEDLINGS

COST FACTORS

1-1 Bare Root

\$0.30/Tree

- g. Where more than 1 stock type is used on a project area, the stock type with the lowest factor will be used to calculate the appropriate deduction.

- E.1.4 Average (mean) percentages are determined in the analysis (see form OR120-5710-3 – Illustration # 7 for improper planting (Step 5) and underplanting (Step 6). Each of these factors is reduced by the Lower Confidence Limit of Sampling error determined from the table in this Section. A deduction will be taken for excess and wasted trees (Step 8).
- E.1.5 The amount by which the mean is reduced becomes smaller with increasing sample size, (i.e., on larger areas). This is due to the narrowing of the range of percentages in which the mean probably lies. See note of explanation of table in E.3.4.
- E.2.0 ACCEPTANCE OF WORK
- E.2.1 Acceptance of work will be determined by the Contractor's compliance with the specifications as observed by the project inspector and determined by the inspection results of the planted area.
- E.2.2 Work will be inspected and accepted or rejected on an individual planting unit basis.
- E.2.3 Work for any given planting unit will be accepted if (1) payment adjustment factor (Step 7 on Form or120-5710-3 is 15% or less, (2) payment adjustment factor (Step 7 on Form OR120-5710-3 is greater than 15%, and no additional planting stock is available, (3) the under-planting factor (Step 6 on Form OR120-5710-3) is less than 3%, (4) the under-planting factor (Step 6 on Form OR120-5710-3 is 3% or greater when no additional planting stock is available, (5) the Contractor has not violated any of the requirements of Section C of these specifications.
- E.2.4 If any of these factors are exceeded or requirements violated, the COR will immediately notify the Contractor in writing to improve the quality of the work. If the work quality does not improve to an acceptable standard within one day following the notice of unsatisfactory planting, the COR may issue a suspend work order, shutting the contractor down until a meeting between the COR and Contractor can be held to settle the problem, or, if the problem cannot be settled, an official cure notice may be issued by the Contracting Officer.
- E.2.5 When additional planting stock is available, the Contractor shall replant any unit, which has a payment adjustment factor (Step 7 on Form OR120-5710-3 greater than 15% or

under-planting factor (Step 6 on Form OR120-5710-3) of 3% or greater. The COR may require the existing planted trees to be removed before replanting, depending on the reason for rejection and non-acceptance. Acceptance will be based on the results of re-inspection after planting.

E.2.6 If the unit should fail acceptance standards the second time, the unit will be accepted and payment made in accordance with E.3.0, Payment.

E.2.7 If additional planting stock is not available to replant units, which have a payment adjustment factor (Step 7 on Form OR120-5710-3) greater than 15% or under-planting factor (Step 6 on Form OR120-5710-3) of 3% or greater the unit will be accepted and payment in accordance with E.3.0 Payment.

E.3.0 PAYMENT

E.3.1 Payment will be made for an individual planting unit planted in an acceptable manner. Payment for acceptable work is based on acreage shown for each unit on the project maps and the equitable adjustment determined as shown on Form OR120-5710-3 and applied to the Lower Confidence Limit Table.

E.3.2 If as a result of administrative survey, the payment adjustment factor is 2% or less, payment may be made on the basis of the administrative survey.

E.3.3 If as a result of administrative survey, the payment adjustment factor is greater than 2%, a systematic survey will be made prior to final determination on payment for the planting unit. A payment adjustment factor calculation from a series of administrative survey plots will be an acceptable substitute if the administrative survey plots are reasonably distributed over the entire planting unit.

The following standards will be used to determine final payment for planting unit:

- a. When the payment adjustment factor (Step 7 on Form OR120-5710-3) is 2% or less, 100% payment will be made.
- b. When the payment adjustment factor (Step 7 on Form OR120-5710-3) is greater than 2% and less than or equal to 15%, payment will be made for the actual planting quality percent earned.
- c. When the payment adjustment factor (Step 7 on Form OR120-5710-3) is 15% or less after replant, payment will be made for actual planting quality percent earned less the cost of the additional seedlings for the replant.
- d. When the payment adjustment factor (Step 7 on Form OR120-5710-3) is greater than 15% and no additional planting stock is available for replant, payment will be made for the actual planting quality percent earned, less liquidated damages.
- e. When the payment adjustment factor (Step 7 on Form OR120-5710-3) is greater than 15% after replant, payment will be made for actual planting quality percent

earned less liquidated damages.

EXAMPLE PER ACRE BASIS

Step 1- Forty (40) acres successfully planted:

$40 \times \$100.00 \text{ per acre} = \$4,000.00$ (contract price)

Step 2- $\$4,000.00 \times .14$ (payment adjustment factor) = \$560.00

Step 3- $\$4,000.00 - \$560.00 = \$3,440.00$ (amount to be paid)

- f. Delete Form OSO-5700-2, dated 9/75 with Instructions and replace with Form OR120-5710-3 dated 10/90 with Instructions.

E.3.4 The following is an explanation of the Lower Confidence Limit Table.

- a. The table "Lower Confidence Limits (Fraction of Occurrences) for Observed Fraction" adjusts the percent of improperly planted or spaced trees computed from the inspections so as to reflect errors inherent to the sampling process; i.e., sampling error. These errors are greatest when the sample is small and the computed percent is large and vice versa.
- b. In any given survey we can determine a range of values between which the true percent of improperly planted or spaced trees probably lies. If, for example, this range is 20-40% and the computed percent is 30, the sampling error is + or - 10%. In other words, it is possible that the planter actually planted or spaced up to 40% in an improper manner rather than the computed 30%. This range is commonly referred to by statisticians as the "Upper Confidence Limit".
- c. The assessed payment adjustment determined as described in this section is based on the "Lower Confidence Limit" only, thereby giving the "benefit of the doubt" to the Contractor.
- d. The possibility of the true percent of improperly planted or spaced trees falling within a particular range can also be assigned a numerical value. For example, when the table Lower Confidence Limit is used, this value is 80%, i.e., the true percent of incorrectly planted or spaced trees lies within the range of values determined 80 times out of 100. Thus, 10% of the cases could be expected to fall below the lower confidence limit.

E.3.5 REMEASUREMENT OF UNITS - ALL ITEMS:

- E.3.5.1 The Contractor may, at any time during the course of the Contract, request remeasurement of any treatment unit if he feels that the acreage stated in the contract and on the project maps is incorrect.
- E.3.5.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the treatment unit will be made on the acreage stated in the contract.

E.3.5.3 If remeasurement indicates that the actual acreage variance is more than 5% of that shown in the contract, payment for the planting unit will be based on the remeasured acreage (less the payment adjustment factor if any). The cost for remeasurement will be paid for by the Government.

E.3.5.4 Acreages are measured on the horizontal plane.

E.3.6 LIQUIDATED DAMAGES

- a. Liquidated damages will be assessed for failure to meet the minimum planting quality as follows:
- b. The Government is damaged when units are planted below 85% quality. The damage consists of loss of tree stock, loss of year's growth, and replanting costs (i.e., site preparation, seedlings, administrative and planting costs). As the extent of these damages is difficult to determine, the Contractor hereby agrees to pay as fixed, agreed, and liquidated damages a sum at the applicable rates set forth below for all units not meeting 85% planting quality.

<u>RATE(S)</u>	
<u>Items</u>	<u>Amount</u>
1 and 3	\$245.00

E.4.0 VEXAR TUBE INSTALLATION - ITEMS 2 and 4

E.4.1 The Government will make periodic inspections as a basis for acceptance and payment.

E.4.2 As the basis for payment, inspections for compliance with specifications will be made for work units reported as completed by the Contractor. All acres within a unit must be treated before a unit is considered complete. If applicable, project units may be divided into separate work units by the COR. These units will be inspected separately and will not be averaged with any other area for acceptance of payment.

E.4.3 Payment will be based on the percentage of satisfactorily treated acres as determined by inspections made on a series of 1/100th acre plots located at random intervals across each work unit. Sufficient plots will be taken to obtain at least a one percent (1%) sample of the work unit.

E.4.4 Work Quality Percentage

E.4.4.1 Work Quality Percentage (WQP) is derived from data developed from inspection plots.

E.4.4.2 The WQP is composed of the total number trees satisfactorily tubed divided by the total number of trees needing tubing. This figure multiplied by 100 provides the WQP. A five (5) percent tolerance factor is then added to the WQP. The WQP times the bid price per acre determines the pay rate per acre.

E.5.0 ACCEPTANCE

E.5.1 Satisfactory Protection - A minimum WQP of 90 percent (prior to the addition of a five percent tolerance factor) is required for vexar tubing installation. A five percent tolerance factor will then be added to the WQP.

E.5.2 Unsatisfactory Protection - Tubing installation will be considered unsatisfactory when the following conditions occur:

- a. Improper weave.
- b. Improper depth or placement of bamboo.
- c. Improper end of bamboo inserted in the ground.
- d. Excessive lean - bamboo not vertical.
- e. Damage occurs to the tree during installation.
- f. Tree not centered inside of the tube.
- g. Tube not in contact with the ground.

E.5.3 If the WQP falls below 90 percent (prior to the addition of the 5% tolerance factor) the COR will immediately notify the Contractor in writing to improve the quality of the work. If the quality of protection is not raised to or above the minimum acceptable level within one (1) workday after notification, the COR may issue a Suspend Work Order.

E.5.4 The Contractor will be required to rework any areas determined by the inspection procedure to be unsatisfactory.

E.6.0 PAYMENT

E.6.1 At each inspection plot, the Inspector will examine the plot area and record on his "Project Inspection" form the following information:

- a. Number of trees satisfactorily protected.
- b. Number of trees needing protection. This will be a maximum of five (5) trees for 10 x 10 FT. spacing.
- c. Number of trees unsatisfactorily protected.

E.6.2 Each of the categories (a, b, and c above) will be tallied for the unit. Work quality will be calculated by the following formula and payment will be made accordingly:

Number of trees satisfactorily tubed = WQP or (% satisfactory work)
Number of trees needing tubing

Example: $\frac{140 \text{ trees (satisfactorily tubed)}}{150 \text{ trees (needing tubing)}} = 93\% + 5\% \text{ tolerance factor} = \underline{98\%}$

- E.6.3 The Contractor shall be required to rework any areas determined by the inspection procedure to be unsatisfactory.
- E.7.0 SITE PREPARATION - SLASHING - ITEM 5
- E.7.1 The Government will make periodic inspections as a basis for acceptance and payment.
- E.7.2 As the basis for payment, inspections for compliance with specifications will be made for work units reported as completed by the Contractor. All acres within a unit must be treated before a unit is considered complete. If applicable, large units will be divided into work units. These units will be inspected separately and will not be averaged with any other area for acceptance or payment.
- E.7.3 Payment will be based on the percentage of satisfactorily treated acres as determined by inspections made on a series of 1/100th acre plots located at random intervals across each work unit. Sufficient plots will be taken to obtain at least a one percent (1%) sample of the work unit.
- E.7.3.1 Average (mean) percentages are determined in the analysis for improper treatment. This factor is reduced by the Lower Confidence Limit of Sampling error determined from the table in this Section.
- E.7.3.2 The amount by which the mean is reduced becomes smaller with increasing sample size, (i.e., on larger areas). This is due to the narrowing of the range of percentages in which the mean probably lies. See note of explanation of table in E.3.0 Payment.
- E.7.4 Work Quality Percentage
- E.7.4.1 Work Quality Percentage (WQP) is derived from data developed from inspection plots.
- E.7.4.2 A WQP OF 95% OR HIGHER WILL RESULT IN FULL PAYMENT. The WQP is composed of the total live limbs or stumps above maximum cutting height, uncut brush, slash, and/or hardwoods, cut or damaged conifers divided by total number of 1/100th acre plots. This equals the Observed Fraction. The Observed Fraction adjusted to a Lower Confidence Limits (Fraction of Occurrences) equals a Percent Adjustment Factor. The Percent Adjustment Factor subtracted from 100% equals the WQP. The WQP times the bid price per acre determines the pay rate per acre.

Example:

Number of unsatisfactorily treated 1/100th acre plots found	= 4
Total number of 1/100th acre plots	= 40

$(4 / 40) \times 100$	= 10%
Observed Fraction	= 10%
Lower Confidence Limits for Observed Fraction (Based on 40 plots)	= 5%
Payment Adjustment Factor	= 5%
Work Quality Percentage: (WQP)	
100% - Percent Adjustment Factor	100% - 5%
95% x bid price per acre	= Pay Rate

E.7.4.3 The following information will be recorded for each plot inspected:

- a. Plots with stumps having live limbs attached or stumps above maximum cutting height of six (6) inches as described in C.6.8.
- b. Plots having untreated logging debris, brush and/or untreated hardwoods as described in C.6.8 and C.6.9.
- c. Plots with cut or damaged conifers.

Any one of these deficiencies on a plot will result in an unsatisfactorily treated plot.

E.8.0 ACCEPTANCE

E.8.1 A minimum work quality percentage (WQP) of 90 percent is required after applying the lower confidence limit adjustment.

E.8.1.1 Only one inspection will be done at Government expense. Subsequent inspections shall be at the Contractors expense. The final inspection will be the basis for payment.

E.8.2 Unsatisfactory Work Quality

E.8.2.1 Based on inspection results, if the work quality percentage (WQP) falls below 90 percent after the addition of the lower confidence limit adjustment, the COR will immediately notify the Contractor in writing to improve the quality of the work. If the quality of the work is not raised to an acceptable level within one (1) day after written notification, the CO may issue a suspend work order.

E.8.2.2 If high stumps, live limbs, or uncut brush and/or hardwoods are the primary reason for unsatisfactory work, the Contractor shall rework areas designated by the Government until satisfactory work quality is obtained.

E.8.2.3 If excessive cutting or damaged conifers is the primary reason for unsatisfactory work, the COR may immediately suspend work on the contract until a meeting with the Contractor can be scheduled.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 Task orders may be placed throughout the life of the contract by COs in the Coos Bay District BLM or the Oregon State Office.

F.2.0 PERFORMANCE TIME

The Contractor shall begin work within five calendar days from the effective date of the notice to proceed for each task order. The Contractor shall continue performance of the work under each task order without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each task order.

F.3.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of task order performance time. The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in task order performance time or price.

52.211-18 VARIATION IN ESTIMATED QUANTITY

(APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the CO within 10 days from the beginning of the delay, or within such further period as may be granted by the CO before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the CO shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the CO, is justified.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer's Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

“Project Inspector” means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR’s authorities and responsibilities are defined in the COR’s Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor’s compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites

of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. ' 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
3865 Wolverine St. NE; E-1
Salem, OR 97305-1268

Contact: Licensing Unit
Telephone: (503) 373-1463
Fax: (503) 373-7636

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs. and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.12.0 PERFORMANCE SECURITY

H.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the minimum guarantee (30,000). The security shall be submitted within ten (10) days after receipt of written notification of award.

H.12.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.

H.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and

effect upon a date reasonably proximate to the date of the bond.

- H.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).
- H.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.
- H.13.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under this solicitation. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION I - SERVICE CLAUSES

(current through Federal Acquisition Circ. 2005-12)

*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(SEPT 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(JULY 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JAN 2005)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.216-27*	Single or Multiple Awards	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(JUL 2005)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-39*	Notification of Employee Rights Concerning Payment of Union Dues or Fees	(DEC 2004)

52.222-41	Service Contract Act of 1965, as Amended	(JUL 2005)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.222-50	Combating Trafficking in Persons	(APR 2006)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(AUG 2003)
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2006)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(FEB 2006)
52.245-4*	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)

52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70	Liability Insurance -- Department Of Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

52.204-7 CENTRAL CONTRACT REGISTRATION

(JULY 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies

the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in

writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications);
- (b) Representations and other instructions;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) The specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for five years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for single item in excess of \$100,000.
- (2) Any order for a combination of items in excess of \$100,000.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following the last date that task orders may be placed.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES

(DEC 2004)

(a) *Definition*. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration,

or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR (MAY 1989)
FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -Fringe Benefits
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[See Section J] [See Section J]

52.228-1 BID GUARANTEE

(SEP 1996)

(Applicable if required on Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond—

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of—

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide—

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and

payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if—

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT

(OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or

Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-
CENTRAL CONTRACTOR REGISTRATION

(OCT 2003)

(a) *Method of payment.*

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate,

fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES

(NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK

(APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUNE 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when—

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make

such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except—

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be construed as “United States Government” and “United States Government-furnished,” respectively.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government’s right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those

terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>, <http://www.doi.gov/pam/aindex.html>.

(a) The contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$300,000 each person
\$300,000 each occurrence
\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

SECTION J – LIST OF ATTACHMENTS

Description

Classification and Wages of Government Employees

Wage Determination

Fire Requirements

Confidence Table

Tree Planting Illustrations 1 - 8

Illustration 1 - Tree Root Placement Applicable to 1-0, 2-0, and 3-0 Stock

Illustration 2 - Tree Root Placement Applicable to Transplant Stock

Illustration 3 - Trees Planted in an Improper Manner

Illustration 4 - Trees Planted in a Correct Manner with a Shovel

Illustration 5 - Typical Planting Shovel

Illustration 6 - Typical Installation of Vexar Tubing for Tree Seedlings

Illustration 7 - Planting Inspection Summary and Analysis-Form 5710-3

Illustration 8 - Instructions for Completing Form OR 120-5710-3

List of Sample Project Units

Sample Task Order Vicinity Map

Maps of Sample Project Units

SECTION J

Coos Bay, Eugene, Lakeview, Medford, Prineville and Roseburg

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

<u>Labor Classification</u>		<u>Basic Rate</u>	<u>Fringe Benefits</u>
Laborer	WG-3	\$13.48	Life and Health
Foreman	WL-3	\$14.83	Insurance partly paid
Truck Driver	WG-5	\$15.81	by the Gov't
			- Retirement
			- Annual/Sick Leave

The classifications shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

77-0079 35 Forestry and Land Management Services [12]

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W. Gross
Director

Division of Wage
Determinations

Wage Determination No: 1977-0079
Revision No: 35
Date Of Revision: 09/12/2006

State: Oregon
Area: Oregon Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contract(s) for Forestry and Logging Services.

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

08010 - Brush/Precommercial Thinner 13.92
08040 - Choker Setter 14.02
08070 - Faller/Bucker 24.76
08100 - Fire Lookout 13.46
08130 - Forestry Equipment Operator 16.26
08160 - Forestry/Logging Heavy Equipment Operator 16.26
08190 - Forestry Technician 17.94
08200 - Forestry Truck Driver 14.24
08250 - General Forestry Laborer 11.22
08280 - Nursery Specialist 18.65
08310 - Slash Piler/Burner 8.95
08340 - Tree Climber 8.95
08370 - Tree Planter 12.61
08400 - Tree Planter, Mechanical 12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at or through the Wage Determinations On-Line (WDOL) Web site at .

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
 - 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- a. Fire tools must be on site;
- b. Fire extinguisher must be in all vehicles;
- c. Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- d. Only unmodified saws are to be used in the forest;
- e. Approved spark arresters must be on all internal combustion engines;
- f. Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- g. No smoking is permitted while working or traveling through any operations area in the forest;
- h. No use of explosives is permitted unless approved by the State Forester's representative;
- i. Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- a. Physically capable and experienced in operating any firefighting equipment on site.
- b. On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- c. Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- d. Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

				NUMBER OF PERSONNEL										
				1-4	5	6	7	8	9	10	11	12	13	14
KINDS OF TOOLS				NUMBER OF TOOLS										
Pulaskis				1	1	1	1	1	1	2	2	2	2	2
Shovels				2	2	2	3	3	3	3	4	4	5	5
Hazel Hoes				1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- a. For chainsaws - 8 oz. capacity by weight.
- b. For vehicles - UL rating of at least 4 BC.

Sample Project Maps For Evaluation Purposes Only

Unit	Treatment	Items	Item Unit	Contract	Level of
Name	Description		#	Acres	Spacing Difficulty
Sagaberd West #2	Winter Tree Plant-Initial	1	Unit 11	1	10x10 1
Sagaberd West # 2	Vexar Tube Installation	2	Unit 11	1	10x10 1
Sagaberd West # 3B	Winter Tree Plant-Initial	1	Unit 12	2	10x10 1
Sagaberd West # 3B	Vexar Tube Installation	2	Unit 12	2	10x10 1
Sagaberd West #4A	Winter Tree Plant-Initial	1	Unit 13	2	10x10 1
Sagaberd West #4A	Vexar Tube Installation	2	Unit 13	2	10x10 1
Sagaberd West #4C	Winter Tree Plant-Initial	1	Unit 14	10	10x10 1
Sagaberd West #4C	Vexar Tube Installation	2	Unit 14	10	10x10 1
Mini Mose #1	Winter Tree Plant-Initial	1	Unit 16	4	10x10 1
Mini Mose #1	Vexar Tube Installation	2	Unit 16	4	10x10 1
Mini Mose #2	Site Prep - Slashing	5	Unit 17	2	
Mini Mose #4	Winter Tree Plant-Initial	1	Unit 18	1	10x10 1
Mini Mose #4	Vexar Tube Installation	2	Unit 18	1	10x10 1
Bum SistersDM#2	Winter Tree Plant-Initial	1	Unit 20	9	10x10 1
Bum SistersDM#2	Vexar Tube Installation	2	Unit 20	9	10x10 1
Bum SistersDM#3	Winter Tree Plant-Initial	1	Unit 21	14	10x10 1
Bum SistersDM#3	Vexar Tube Installation	2	Unit 21	14	10x10 1
Cherry Creek CT #1	Winter Tree Plant-Interplant	3	Unit 1	11	10x10 2
Cherry Creek CT #1	Vexar Tube Installation	4	Unit 1	11	10x10 2